

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

TRUCK ZON, LLC,  
Plaintiff,

v.

METROPLITAN PROPERTY &  
CASUALTY INSURANCE CO.,  
Defendant.

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CIVIL ACTION NO. \_\_\_\_\_

**PLAINTIFF'S ORIGINAL COMPLAINT**

TRUCK ZON, LLC files this action against its insurer, METROPOLITAN PROPERTY & CASUALTY INSURANCE CO., for failing to make payments required by an insurance policy for covered losses caused by Hurricane Harvey.

**PARTIES**

1. Truck Zon, LLC is a limited liability company registered under the laws of the State of Texas with its principal place of business located in Harris County, Texas. Truck Zon, LLC's sole member, Amyn Narsi, is domiciled in Sugar Land, Texas and a citizen of Texas.

2. Metropolitan Property & Casualty Insurance Co. is a corporation registered under the laws of the State of Delaware and may be served through its registered agent, C T Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 because the parties are completely diverse and more than \$75,000 is in controversy.

4. Venue is proper in the Southern District of Texas, Houston Division, because the damage to the Property occurred in this district, the demand for payment under the Policy was made from this district, and payment was due to the Insured in this district. Therefore, a substantial part of the events or omissions giving rise to the claim occurred in this district.

#### **BREACH OF CONTRACT**

5. On or about June 15, 2017, Truck Zon LLC (the “Insured”) obtained an insurance policy (the “Policy”) from Metropolitan Property and Casualty Insurance Company (the “Insurer”) covering the Insured’s property at 9905 Clinton Drive, Houston, Texas 77029 (the “Property”).

6. On or about August 26, 2017, during Hurricane Harvey, the Property sustained more than a hundred thousand dollars of damage or loss covered by the Policy.

7. On or before September 20, 2017, the Insured submitted a claim to the Insurer for the damage or loss sustained during Hurricane Harvey.

8. The damage report of Poynor Group reflecting damage or loss to the Property is attached as Exhibit 1.

9. The Insured satisfied all obligations and conditions precedent under the Policy, including submitting the applicable proof of loss, permitting inspections of the Property, and providing the documentation supporting the claim.

10. The Insurer wrongly denied the Insured’s claim under the Policy. The Insurer now refuses to pay the full amount due under the Policy to the Insured.

11. By failing to make the required payments, the Insurer has breached the terms of the Policy, proximately causing the Insured to suffer damage.

12. The Insured seeks a monetary judgment for the full amount due under the Policy plus reasonable and necessary attorney's fees, pre- and post-judgment interest, and any statutory damages permitted by applicable law.

#### **RESERVATION OF RIGHTS**

13. Based on the potentially frivolous bases for denial of coverage provided by the Insurer, the Insurer's denial of coverage may have been in bad faith, involved negligent or knowing misrepresentations, violated the Insurer's common law duties, and violated statutory requirements of the Texas Insurance Code.

14. Discovery is needed to ascertain whether and the extent to which the Insurer is liable for extracontractual claims.

15. The Insured reserves all rights to amend to include extracontractual claims that will "relate back" to this filing if supported by the facts revealed in discovery.

#### **PRAYER**

16. Plaintiff demands this case be tried to a jury on all issues so triable.

17. Plaintiff requests the Court enter judgment that Defendant is liable to Plaintiff for breach of contract and that Plaintiff is entitled to recover all actual damages, attorney's fees, costs of court, pre- and post-judgment interest, or any other damages recoverable by Texas law.

Respectfully submitted,

/s/ *Ethan G. Gibson*

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